These Terms and Conditions of Sale apply to any and all products or services of Acuity Brands Lighting, Inc. or Acuity Brands Technology Services, Inc. (collectively, "Acuity Brands"), unless otherwise specifically agreed to in writing by Acuity Brands.

PAYMENT TERMS: Any invoice or shipment will be charged to the purchaser at the prices quoted by Acuity Brands and is responsible for all applicable shipping and handling charges, taxes and duties as detailed below. Payment terms for sales by Acuity Brands are available at [http://www.acuitybrands.com/PurchaserResources/Terms_and_conditions.aspx](http://www.acuitybrands.com/PurchaserResources/Terms_and_conditions.aspx) under Terms and Conditions of Sale—U.S. Sales—Payment Terms.

Invoices for services shall be due and payable within (30) days after the date of the invoice. In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, Acuity Brands may, in its sole discretion, withhold services until such time as purchaser’s account is paid in full or immediately terminate the provision of services without further liability to purchaser.

If purchaser does not pay any invoice, in whole or in part, when due, Acuity Brands shall assess a finance charge on any past due balance at the minimum legal rate permitted on open accounts. If any amount due Acuity Brands is collected by or through an attorney, Acuity Brands shall be entitled to recover all costs of collection, including attorney’s fees equal to 15% of the total principal and interest owed.

PRICES: All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted by Acuity Brands, the prices in effect on the date of shipment are subject to change without notice. Acuity Brands reserves the right to require minimum order amounts. All prices are those in effect at the time of quotation and are subject to change without notice. They are available at [http://www.acuitybrands.com/PurchaserResources/Terms_and_conditions.aspx](http://www.acuitybrands.com/PurchaserResources/Terms_and_conditions.aspx) under Terms and Conditions of Sale—U.S. Sales—Payment Terms.

FREIGHT ALLOWANCE: Any orders that qualify for a freight allowance will be shipped F.O.B. Origin and freight prepaid and allowed as otherwise agreed to in writing by Acuity Brands. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and paid. For all orders that qualify for freight allowance, purchaser agrees to designate the carrier and method of shipment and to route shipments at Acuity Brands’ discretion. Acuity Brands will ship in the manner selected by purchaser provided purchaser assumes any additional transportation costs. See [http://www.acuitybrands.com/PurchaserResources/Terms_and_conditions.aspx](http://www.acuitybrands.com/PurchaserResources/Terms_and_conditions.aspx) for Freight Allowance for specific freight requirements. If purchaser requests Acuity Brands to delay shipping all or any portion of an order beyond its scheduled shipment date, Acuity Brands may impose a service charge of $22 per pallet per day.

TAXES: Prices exclude all taxes. Purchaser has responsibility for paying and recording all applicable taxes levied or based on account of the sale of products, services, or service offerings. No such liability shall terminate upon the expiration of the applicable warranty period.

LIMITED LIABILITY: The total liability of Acuity Brands on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity Brands’ sale, delivery, resale, repair, or replacement of any products, services, or service offerings of any services, in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liabilities shall terminate upon the expiration of the applicable warranty period.

IN NO EVENT SHALL ACUITY BRANDS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, LIABILITIES OR EQUIPMENT REMOVED AND RENEWED ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OF PROFITS, PRODUCT LIABILITY, DAMAGE TO PROPERTY OR EQUIPMENT OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF OTHER INCOME, ANY OTHER THEORETICAL, OR INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ACTS OR OMISSIONS OR DAMAGE TO PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

INTELLECTUAL PROPERTY:

All intellectual property rights, including copyrights, patents, trademarks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to any works of authorship, documents, work product and other materials that are delivered to purchaser or prepared by or on behalf of Acuity Brands in the course of providing the products, services, or service offerings (the “Deliverables”), including any related software that may be already installed or included with the products, services or service offerings (the “Software”), shall be owned by Acuity Brands. Purchaser does not acquire any right, title or interest in the Deliverables except the limited and temporary right to use them as necessary solely in connection with purchaser’s use of the applicable products, services or service offerings. No software is sold, and all Software is protected by international intellectual property laws and treaties. Such Software may be subject to additional terms and conditions that may become applicable when the end user installs or accepts the Software or part of a written agreement between Acuity Brands and the end user. Neither the products nor the Deliverables may be loaned or rented, nor may access be provided to the Software, except as authorized by Acuity Brands. third party. The Software may be permanently transferred, only if as a part of a sale or transfer of the products, provided that in such event, the Software is removed from the hardware, and such sale is subject to the applicable terms of these Terms and Conditions of Sale. No product, Deliverables or Software shall be duplicated, reverse engineered, or decompiled by any other person or entity except and only to the extent this restriction is prohibited by law. Purchaser may become aware of trade secrets, know-how and other confidential and proprietary information of Acuity Brands and other parties, and no such rights or interests shall be transferred to the purchaser.

CHOICE OF LAW; CONSENT TO JURISDICTION: These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Georgia, USA, without regard to its conflicts of law. The laws of such State's laws related to choice of law. Acuity Brands objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from purchaser to Acuity Brands, unless agreed to in writing by an authorized representative of Acuity Brands. These Terms and
Conditions of Sale supersede all those published or issued previously by Acuity Brands. All orders are subject to final acceptance by Acuity Brands and credit approval. Any design, submittal or layout provided by Acuity Brands is subject to the disclaimer set forth on the design, submittal or layout. Acuity Brands will not accept orders that require purchaser-furnished components, unless agreed to in writing by an authorized representative of Acuity Brands. Acuity Brands price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Acuity Brands shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders.

Acuity Brands reserves the right to change these Terms and Conditions of Sale at any time without notice.